

Princeton Theatre and Community Center
P.O. 634
Princeton, Indiana 47670

LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of _____, 20__ between the **Princeton Theatre and Community Center** (hereinafter referred to as the "Landlord"), and _____ whose address is _____ (hereinafter referred to as the "tenant").

1. **PREMISES.** Landlord, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Tenant, hereby leases to Tenant the following venue: _____.

1. Deposit	\$ _____
2. Full Rental Day	\$ _____
3. Pre-Setup Day	\$ _____
4. Tax (do not tax deposit)	\$ _____
TOTAL	\$ _____

2. **RENT.** Tenant agrees to pay a total sum of \$ _____ plus any Returned Check Charges or other banking fees associated with bounced checks or failed payments; in advance as rent for the term of the lease as stated below.

3. **TERM.** The term of this Lease shall be _____, 20__, at 8:00 AM and ending _____, 20__, at 8:00 AM.

4. **SECURITY DEPOSIT.** Landlord will hold a security deposit in the amount of \$ _____ paid by Tenant until this Agreement is terminated. Tenant shall pay security deposit at the time of booking. The full security deposit will be returned to Tenant within a reasonable time after the termination of Agreement unless the Tenant authorizes the Landlord to deduct from the security deposit the following charges, if applicable:

- a. Any rental payments or portion thereof required by the terms of this lease and not paid (*including a 3% service charge on electronically paid deposits*);
- b. Any Attorney fees and/or court cost caused by the breach or enforcement of any terms of this lease;
- c. Cost and expenses incurred by Landlord arising from the breach by Tenant of any provisions of this lease;
- d. Reasonable cleaning expenses provided Tenant does not leave the premises in an acceptable condition:

e. For the security deposit to be returned, the following conditions must also be satisfied before the tenant vacates the premises:

- Restrooms and kitchen checked to ensure there is no running water.
- Thermostats set to: Heating- 68 Cooling- 72
- All lights (inside and outside) and electrical appliances are turned off, except those set on timer controls
- All debris is removed, and floors are swept, mopped where necessary in banquet room, kitchen and restrooms.
- All doors are locked.
- Tables and chairs are placed back to the location they were found.

These conditions have been read and agreed to Initial _____

The security deposit will be forfeited in full if Tenant breaches any term or provision of this lease. Tenant will be responsible for any damages incurred that are more than the security deposit. Landlord reserves the right to bar Tenant from future rentals based on breaches of any term or provision of this lease.

5. **USE OF PREMISES.** Tenant covenants no waste, injury or damage shall be committed upon or to the premises; that said premises shall not be used for any unlawful purpose and no violations of law or ordinance shall be committed thereon; nothing shall be done or suffered on any substance kept on said premises which will operate to increase the fire hazard or to cause the insurance rates to be increased. No confetti, glitter, rice, birdseed, sparklers, or smoke machines are allowed on the premises. Candles must be globed with hurricanes or votives. No open flames are allowed. *Tenant shall not carry alcohol onto or off the premises*, nor perform any other actions that jeopardizes the standing of Landlord with the Indiana State Excise Police.

These conditions have been read and agreed to Initial _____

6. **EVENTS WITH ALCOHOL.** In the event that Lessee anticipates that attendance may or will exceed 50 persons or over three (3) hours, and/or alcohol will be served, Lessee must at Lessee's sole cost and expense hire a uniformed Police/Sheriff Officer to be present at all times during the Lessor's use of facility. Lessee must present written proof prior to the event. Landlord can assist by suggesting approved names to contact.

These conditions have been read and agreed to Initial _____

- 7. NON-LIABILITY OF LANDLORD.** Under no circumstances shall Landlord be liable for any loss of, or damage to any fixtures, merchandise or other personal property owned by Tenant, no matter how such loss or damage was caused. Tenant agrees that Landlord, its employees, or agents shall not be liable for any damage or injury to Tenant, Tenant's family, agents, employees, or guests, or to any person entering the premises or the building of which leased premises are a part, or for injury to person or property arising from theft, vandalism, or casualty accruing in the premises or the building. Tenant agrees to look solely to the public police or authorities for security and protection. Tenant agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property.
- 8. INSURANCE.** Tenant shall at all times maintain adequate fire, casualty and liability insurance in an amount not less than \$1,000,000.00 to insure against the risks described in paragraph #6 naming the "Princeton Theatre and Community Center" as an additional insured and provide a certificate of liability insurance to the Landlord showing proof of this.
- 9. CARE AND CONDITION OF PREMISES.** Tenant covenants and agrees to perform no act nor carry on any practice that shall injure the leased Premises, or the building of which the Leased Premises are a part or be a nuisance or menace. Tenant agrees to return the premises to its original clean condition and return any keys on or before the next business day. A fee of \$10.00 per day will be charged if keys are not returned as agreed. If a key is lost, there will be \$250 lock replacement fee per lock. Tenant agrees to report any facility problems immediately.
- 10. REPRESENTATIONS AND APPLICATIONS.** Landlord tenders and Tenant accepts this lease based on the representations contained in the application. ORAL REPRESENTATIONS BY EITHER PARTY ARE NOT BINDING.
- 11. SUB-LETTING AND ASSIGNMENT.** Tenant shall not have the right at any time or times to sublet any part or the whole of the Leased Premises without the prior written consent of the Landlord.
- 12. LICENSE AND PERMITS.** The Tenant Shall be responsible for obtaining any permits or licenses necessary for approved activities performed on the premises.
- 13. ALTERATIONS:** No alterations, changes or improvements to the premises shall be made by the Tenant.
- 14. ATTORNEY FEES.** Tenant agrees to pay attorney fees and reasonable court costs in the event and landlord finds it necessary to employ an attorney because of violation of any terms of this lease.

15. CANCELLATION. Either party may cancel this lease by giving 30 days written notice to the other party at the addresses previously listed. **In the event of cancellation by Tenant, the security deposit shall be forfeited. If Tenant fails to give 30 days' notice, Tenant shall be liable for the full-term amount. Any refunds will be issued by check and delivery may take up to 14 days.**

IN WITNESS WHEREOF, the parties have hereto set their hand and seal the date first above written.

Princeton Theatre and Community Center

By: _____

Printed: _____

Title: _____

Date: _____

TENANT

By: _____

Printed: _____

Title: _____

Date: _____

Other rented items and or services

May be subject to special terms. I.E. invoiced after event, cash or check payments made directly to bartender, sound technician etc.

1. _____

2. _____

3. _____

4. _____